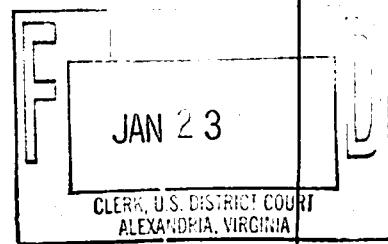


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7 In the United States District Court
8 for the Eastern District of Virginia
9 Alexandria Division



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14
15 COMPLAINT

16 Catherine Gierbolini

17 101 6th ave

18 Huntington Station, NY 11746

19 631-747-3225

20 Plaintiff

21 vs.

22 | Case No: 1:13-cv-103 (LMB/IDD)
23 | (RE: Docket # 1:12-cv-1459)

24 Board of Directors

25 Science Application International Corporation,
26 (John P.Thumper; K.Stuart Shea; Mark.W.Sopp; Thomas G. Baybrook;
27 Joseph W.Craver III; Anthony J. Moraco; Deborah Lee. James; Amy E.
28 Alving; Laura Kennedy; James E.Cuff;Brian F.Keenan; Vincent A.
29 Maffeo)

30 1710 SAIC Drive
31 McLean, VA 22102

32 703-676-4300

33 Defendant

34 The plaintiff Catherine Gierbolini request that the United States District Court for the Eastern
35 District of Virginia hear the case of Gierbolini vs. Board of Directors Science Application
36 International Corporation (from here on out referred to as SAIC) as this action is brought
37 pursuant to violations of the 14th Amendment of the United States Constitution, 29 U.S.C. §
38 206(d), 42 U.S.C. § 703, and Public Law 107-174.

39
40 Section 1:

41 The Plaintiff alleges that while employed by the Defendant's Corporation (SAIC), the
42 Corporation and its Board of Directors violated the due process clause of the 14th Amendment by
43 defaming the Plaintiff upon her discharge, and by foreclosing on the possibility of future
44 employment by defaming her at her discharge. Upon discharging the Plaintiff, the Defendants
45 not only seriously damaged the Plaintiff's standing and association in the community but also
46 imposed upon her a stigma that forecloses on her freedom to take advantage of other
47 employment opportunities. The following facts and circumstances clearly demonstrate SAIC's
48 14th Amendment due process violation.

49
50 On October 22, 2010, the Plaintiff was suspended without reason about a month after notifying
51 her supervisor that an employee was falsifying her timesheet, as a result, the Plaintiff refused to
52 sign the employee's timesheet and began the process for internal counseling to report the payroll
53 fraud. The Plaintiff's direct supervisor, Mr. Mattes would not allow the Plaintiff to report the
54 payroll fraud. In fact, Mr. Mattes began to file a disciplinary action against the Plaintiff as
55 retaliation for her ethical actions. Three days later, on October 25, 2010, the Plaintiff was
56 terminated for "convenience", no other reason was given. Rather the Plaintiff received a 30 day
57 termination notice effective immediately. After the Plaintiff's discharge from SAIC she has been
58 unable to obtain employment due to the actions and inaction of the Defendants. The Plaintiff has
59 applied to hundreds of position; however, each time a potential employer verifies her
60 employment with SAIC they are informed that Ms. Gierbolini was discharged for fighting or
61 SAIC will not verify that Ms. Gierbolini worked for their Corporation. SAIC's failure to verify
62 the Plaintiff's employment is serious because any accusation of fighting without elaboration is
63 not only seriously damaging to the Plaintiff's standing and association in the community but also
64 imposes upon her a stigma that forecloses on her freedom to take advantage of other employment

65 opportunities. In addition, failure to verify the Plaintiff's employment results in an inference that
66 the Plaintiff has lied on her employment application. As a result, it is clear that the Defendants
67 have violated the due process clause of the 14th Amendment.

68 Section 2:

69 The Plaintiff alleges that while employed by the defendant's corporation (SAIC), the corporation
70 violated the Equal Pay Act, 29 U.S.C. § 206(d), when it paid female employees (including the
71 Plaintiff) dramatically less for substantially equal work completed by male employees. In 2008,
72 the Plaintiff was receiving a base salary of \$75,000; however, male employees who were
73 completing substantially equal work were receiving an unequal base pay anywhere between
74 \$90,000 and \$95,000. As a result the Plaintiff is seeking a loss in pay of \$400,000 for a four year
75 period.

76

77 Section 3:

78 The Plaintiff alleges that SAIC violated Title VII Civil Rights Act § 703, 42 U.S.C. § 703, of the
79 United States Code when the corporation forced the Plaintiff to take a position in Kuwait which
80 resulted in a substantial pay cut. The Plaintiff seeks damage in the amount of \$1,000,000 based
81 on \$250,000 per year annual salary with currently 4 years in question.

82

83 Section 4:

84 The Plaintiff will prove that the Defendant did not act in accordance with U.S. Federal guidelines
85 of the No Fear Act and the Whistleblower Act of 1989. In September 2010 the Plaintiff learned
86 that an employee was falsifying her timesheet, as a result, the Plaintiff refused to sign the
87 timesheet and began the process for internal counseling to report the payroll fraud. The
88 Plaintiff's direct supervisor, Mr. Mattes would not allow the Plaintiff to report the payroll fraud.

89 In fact, Mr. Mattes began to file a disciplinary action against the Plaintiff as retaliation for her
90 ethical actions. As a result, The Plaintiff is seeking \$3,000,000 in compensation.

91

92 **Section 5:**

93 The Plaintiff will show proof of additional Title VII Civil Rights Act § 703 violations that were
94 allegedly committed by the Defendant under § 1, 2, and 3. The Plaintiff was acknowledged by
95 SAIC on September 30, 2009 as a Hispanic employee during Hispanic Heritage Month; as a
96 result, the Plaintiff then began to feel harassed by her supervisor for statements made about her
97 Hispanic heritage. The Plaintiff is seeking \$250,000.00 for each year from the time the alleged
98 infractions were committed, for a total of \$1,250,000.00.

99

100 **Section 6:**

101 The Plaintiff will provide proof of additional Title VII Civil Rights Act § 703 and Americans
102 with Disability Act violations committed by the Defendant Corporation in addition to
103 termination of medical insurance while the Plaintiff was under a physician's care and scheduling
104 a known medical procedure. From August 2010 to October 2010 the Plaintiff was diagnosed
105 with ovarian cysts while in Kuwait. The Plaintiff's supervisor, Mr. Mattes recommend his
106 wife's doctor and understood the severity of the Plaintiff's condition. However, on October 25,
107 2010 Mr. Mattes informed the Plaintiff that she was suspended and gave her 30 days notice. The
108 Plaintiff was given no explanation as to why she was being fired; however, the Plaintiff knew it
109 was a result of his new found knowledge that she was Hispanic and needed to file the payroll
110 fraud report. The Plaintiff was not given the opportunity to be cleared by a physician for an
111 international flight; rather she was forced to leave Kuwait within 3 days. During the flight from
112 Kuwait the Plaintiff's ovarian cysts exploded. As a result, compensation being sought is one

113 year's pay at \$250,000.00 for each year since the violation occurred, which is now a total of
114 \$562,500.00. In addition to three years of medical, dental and vision care at 100% coverage for
115 the Plaintiff and her sons, including co-payments and deductibles.

116

117 Section 7:

118 The Plaintiff alleges that the Defendant suspended her upon her filing of an Equal Employment
119 Opportunity Complaint which demonstrates that the Defendant violated retaliation laws under
120 United States Federal Employment laws. In this section the Plaintiff is requesting \$1,000,000.00
121 for two years forward and two years back at the rate of pay she was paid and an additional
122 \$36,000.00 for lost bonuses and \$250,000.00 worth of investments.

123

124 Section 8:

125 In Section 7 the Plaintiff will show that the Defendant wrongfully terminated her employment
126 because of the alleged prior violations instead of acting accordingly. The Plaintiff will refer to
127 the NYC V.SAIC case to demonstrate reoccurring business practice of ignoring such complaints.
128 In this section the Plaintiff is requesting compensation for pain and suffering in the amount of
129 one year's pay at \$250,000.00 for each year from time of employment until now including
130 \$250,000.00 worth of investments, bringing the total for section 7 to \$1,500,000.00.

131

132 Section 9:

133 In Section 8 the Plaintiff will provide proof that the Defendant allowed colleagues to slander her
134 during her employment with the corporation, as well as, after her employment. In addition, the
135 Defendant placed the Plaintiff in "False Light" during the employment verification processes

136 with potential employers. The amount that the Plaintiff is seeking compensation for in this
137 section is \$5,000,000.00.

138
139 The Plaintiff is also requesting that the Court grant pain and suffering compensation in the form
140 of general damages to repair and restore economic losses that the Plaintiff was forced to endure
141 because of the Defendant's negligence and decision to not correct any of the alleged infractions
142 as of now. The pain and suffering damages would be granted in the form of a replacement
143 vehicle of her choice to replace the three lost during the negotiations and litigation process in
144 addition to providing her with an attorney to handle all financial obligations that the Plaintiff
145 could not meet in 2011-2012 due to the inability to obtain gainful employment as seen in Section
146 8, which has now potentially put the Plaintiff's Department of Defense "Secret" Security
147 Clearance in jeopardy as well as other prospective employment opportunities. The totals for the
148 General Damages should not exceed \$1,000,000.00.

149
150 In closing the Plaintiff requests that the Court evaluate the above information and recognize that
151 the Board of Directors has a responsibility for ensuring that selected representatives uphold the
152 policies and procedures set forth by then in the Corporate Ethic Policy and Code of Conduct
153 instead of committing acts of corporate bullying.

154
155 

156 Catherine Gierbolini

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158 Huntington Station, NY 11746

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